

## BUYER'S CONFIDENTIALITY AND WARRANTY AGREEMENT

In order to induce Horizon Business Group, LLC., ("HBG") or Seller to furnish information regarding the Business (the "Information") to Buyer for Buyer's evaluation and possible purchase of said Business and in consideration for HBG's or Seller's furnishing such Information, Buyer understands, agrees, represents, and warrants to HBG and Seller as follows:

1. The word "Buyer", as used herein, shall mean and include the undersigned individually, as a member of a partnership, as an employee, stockholder, officer or director of a corporation, as an agent, advisor or consultant for or to any business entity and in any other capacity whatsoever.
2. **Buyer understands and acknowledges that HBG is acting as the agent of the Seller and HBG's primary duty is to represent the interests of the Seller. HBG does not provide any tax or legal advice on this, or any business.**
3. The Information is of a proprietary and confidential nature, the disclosure of which to any other party will result in damage to the Seller and/or Business. Buyer further represents and warrants as follows:
  - (A). Buyer will not disclose the Information, in whole or in part, to any party other than persons within Buyer's organization, including Buyer's accountant, attorney, and financial consultant, who have a need to know such Information for purposes of evaluating or structuring the possible purchase of the Business. Buyer accepts full responsibility for full compliance with all provisions of this Agreement by such other persons.
  - (B). Buyer will not disclose, except to the extent required by law, to any parties other than persons described in Paragraph 3(A) above, that the Business is available for purchase.
  - (C). Buyer will not utilize furnished Information for any purpose other than evaluating the possible purchase of the Business, especially including, without limitation, not utilizing same to enter into and/or engage in competition with the Business or assist or promote any other party(s) in so doing for a period of two (2) years.
  - (D). Upon request by Seller or HBG, Buyer will promptly return to HBG all Information previously furnished by HBG or Seller, including any and all reproductions of same, and, further, shall destroy any and all analysis, compilations, or other material that incorporates any part of said Information.
4. **Buyer will not contact the Seller or Seller's employees, customers, suppliers, or agents other than HBG (nor will Buyer assist or promote in any way anyone else with any form of introduction) for any reason whatsoever without the prior consent, in writing, of HBG. All contacts with the Seller or such other parties will be made through or by HBG.**
5. The Information furnished by HBG has been prepared by or is based upon representations of the Seller and HBG has not made independent investigation or verification of said Information. Buyer hereby expressly releases, discharges and holds harmless HBG and its agents, employees, officers, directors, shareholders, co-brokers, and affiliates from any and all responsibility and/or liability in connection with the accuracy, completeness or any other aspects of the Information and accepts sole and final responsibility for the evaluation of the Information and all other factors relating to the Business.
6. The Information is subject to change or withdrawal without notice and the Business is being offered for sale subject to prior sale or the withdrawal of said offering without notice.
7. Buyer agrees to provide, upon request by HBG or Seller, financial statements, references and other pertinent information evidencing such financial sufficiency to complete a transaction of this magnitude.
8. The performance and construction of this Agreement shall be governed by the laws of the State of Texas. All sums due hereunder shall be payable at the offices of HBG in Smith County, Texas.
9. This Agreement shall be binding upon the Buyer and Seller, Buyer's and Seller's heirs, executors, successors, assigns, administrators or representatives. If any provision of this agreement shall be held to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force.
10. In any litigation arising under the terms and conditions of this Agreement, the prevailing party shall be entitled to reasonable legal fees and expenses in addition to any amount of the judgment.

Description of Business and Listing Number \_\_\_\_\_

Executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Printed Name of Buyer

\_\_\_\_\_  
Buyer's Signature

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
E-mail Address